

UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

IN RE:)	CHAPTER 7
)	CASE NO. 16-15759-CMA
LELAND P. DAVIS AND JANA DAVIS,)	
)	
)	
Debtors.)	
<hr/>		
BANKRUPTCY ESTATE OF LELAND P. DAVIS)	ADVERSARY PROCEEDING NO.
AND JANA DAVIS by and through Edmund J.)	
Wood, solely in his capacity as bankruptcy)	
trustee for said estate,)	COMPLAINT FOR REVOCATION OF
)	DISCHARGE PURSUANT TO §727(d)
Plaintiff,)	
)	
v.)	
)	
LELAND P. DAVIS AND JANA DAVIS,)	
)	
Defendant.)	
<hr/>		

COMES NOW Plaintiff, the Bankruptcy Estate of Leland P Davis and Jana Davis, by and through Edmund J. Wood, the duly appointed and acting bankruptcy trustee for said estate, and complains and alleges as follows:

A. JURISDICTION AND VENUE

1. The U.S. Bankruptcy Court has jurisdiction over the matter subject hereto as a “core proceeding” in accordance with 28 U.S.C. §§157(b) and 1334 and other applicable law.

2. Venue before this Court is proper under 28 U.S.C. §1409(a) and other applicable law.

COMPLAINT - 1

KRIEGMAN LAW OFFICE, PLLC
2100 One Union Square
600 University Street
Seattle, WA 98101
(206) 903-0344

1 B. PARTIES

2 3. Plaintiff is a bankruptcy estate which arises from the filing of a voluntary Chapter 7
3 petition of Leland P. Davis and Jana Davis (hereinafter, collectively called, the “Debtors” or the
4 “Defendants”), on November 16, 2016 (the, “Petition Date”).

5 4. Edmund J. Wood (the, “Trustee”) is the duly qualified and acting trustee of the Debtors’
6 bankruptcy estate (the, “Estate”), the legal representative of the Estate, authorized under applicable law
7 to commence and pursue this adversary proceeding. The Trustee commences this adversary proceeding
8 solely in his capacity as bankruptcy trustee for the Estate.
9

10 5. The Defendants are Leland P. Davis and Jana Davis who are the Debtors identified
11 above.
12

13 C. RELEVANT BACKGROUND

14 6. The Defendants filed their bankruptcy schedules in their case on November 16, 2016.
15 ECF Docket No. 1.

16 7. In Schedule B pertaining to personal property in answer to question number 30 as to
17 whether “other amounts someone owes you”, the Defendants answered “no.” ECF Docket No. at 13.
18

19 8. In Schedule B pertaining to personal property in answer to question number 33 as to
20 whether the Defendants have “Claims against third parties, whether or not you have filed a lawsuit or
21 made a demand for payment”, the Defendants answered “no.” Id.

22 9. The Defendants also answered “no” in Scheduled B to question number 35 pertaining to
23 whether the Debtor had any “other contingent and unliquidated claims of every nature...”; and answered
24 no to question umber 35 as to whether they have “any financial assets you did not already list.” Id.
25

26 10. On September 30, 2016 or about six weeks before the Petition Date, the Defendants filed
27 a complaint in King County Superior Court under Cause No. 16-2-23759-2 against Zureen Khan (the,

1 “Complaint”, a copy of which is attached hereto as Exhibit A). In the Complaint, the Defendant
2 identified therein as “Leland Davis, dba Market Ready Real Estate, Plaintiff” alleges six different causes
3 of action for which he seeks relief including (a) a claim for specific performance of a real estate
4 transaction in which the Plaintiff is the buyer of valuable real estate located at 9541 9th Avenue NW in
5 Seattle (the, “Property”); (b) an alternate claim for an award of damages based upon the aforementioned
6 real estate transaction of “not less than \$115,335.10”; and (c) an award of damages based upon a claim
7 conversion of personal property in an amount “not less than \$40,000.00 plus pre and post judgment
8 interest”.

10 11. The Defendant (as Plaintiff in the above King County Superior Court action (the,
11 “Action”)) recorded a list pendens on the Property on the same date as the Action was commenced.

12 12. As evidenced in the Court docket for the Action (a copy of which is attached hereto as
13 Exhibit B), a case schedule has been issued therein and various pleadings have been filed including an
14 answer and third party complaint wherein the Defendant, Jana Davis, was named as a third party
15 defendant. The docket also shows that a Notice of Association of Counsel (a copy of which is attached
16 hereto as Exhibit C) on behalf of the Defendants (i.e., the Debtors) was filed as recently as April 28,
17 2017.

18 13. The Defendants maintain a website (<http://www.marketreadyseattlerealestate.com>) and
19 Facebook page (<https://www.facebook.com/pages/Market-Ready-Co/170784296268312>).

20 14. The website includes a video of the Defendant, Leland P. Davis, discussing home
21 remodeling. The website includes the following written statements: “Market Ready is a Seattle-based
22 real and construction company. For over 20 years we’ve combined our expertise in Seattle real estate
23 and a passion for transforming homes to help homeowners maximize their sales price.” The website
24
25
26
27

1 includes a tab called "Portfolio" touts the success of Market Ready including a sale of property located
2 on 17th Ave NW in Ballard that listed for "\$519,000" and sold for \$580,000."

3 15. In their Statement of Financial Affairs (SOFA) in answer to question number 9 (Within 1
4 year before you filed bankruptcy, were you a party in any lawsuit, court action, or administrative
5 proceeding", the Defendants did not list or disclose the Action. Id. at 46.
6

7 16. In their SOFA, in answer to question number 10 regarding whether any of the Debtors'
8 property had been seized, the Defendants did not disclose the personal property they allege in the
9 Complaint as being converted. Id.

10 17. In answer to SOFA question number 27, asking whether "within 4 years before you filed
11 bankruptcy, did you own a business or have any of the following connections to any business," the
12 Defendants did not list or disclose their sole proprietorship, Market Ready Real Estate. Id. at 50.
13

14 18. The Defendants did not disclose in their bankruptcy schedules or SOFA that they lived at
15 the Property, apparently for an extended and continuous period of time (that ceased only within a few
16 months of the Petition Date); and the extent to which they actually lived in the real property they allege
17 in their bankruptcy schedules is their current residence (3624 NW 65th Court, Seattle, WA 98117).
18

19 19. The Defendants represented in their schedules and in testimony at their duly schedule
20 creditors' meeting that the occupation of Defendant, Leland P. Davis, was essentially as a professional
21 "stager" of residential property. The Defendants did not disclose that he had an expertise in home
22 remodeling and that it was a source of work and/or income or that he has operated or done business as
23 Market Ready Real Estate with an active website. The Defendants did not disclose any ownership of a
24 domain name for the website, property is expected and should be identified in answers to questions in
25 the bankruptcy schedule and SOFA forms.
26
27

1 20. At their duly schedule creditors' meeting, the Defendants testified under oath that their
2 schedules and SOFA were true and correct; and did not disclose to the Plaintiff- Trustee the Action, any
3 claims therein, the existence of Market Ready Real Estate or any of the other facts and information
4 identified above that the Defendants concealed or hid from the Plaintiff-Trustee (collectively, the "Non-
5 Disclosures").

6
7 21. The Defendants were granted a discharge in their above entitled Chapter 7 case on or
8 about February 15, 2017. ECF Docket No. 11.

9 D. REVOCATION OF DISCHARGE

10 22. Under Bankruptcy Code §§727(d) and (e), a bankruptcy trustee may request a revocation
11 of discharge under §727(d)(1) within one year after such discharge is granted; or may request revocation
12 of discharge under §727(d)(2) before the later of one year after discharge was granted or the date the
13 case is closed.

14
15 23. Section 727(d)(1) provides that a discharge shall be revoked if such discharge was
16 obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after
17 the granting of such discharge.

18
19 24. Section 727(d)(2) provides that a discharge shall be revoked where the debtor acquired
20 property that is property of the estate or became entitled to acquire property of the estate and knowingly
21 and fraudulently failed to report the acquisition or their entitlement to such property to the trustee.

22 25. The Plaintiff-Trustee did not know about any of the Non-Disclosures. He only became
23 aware of the Non-Disclosures very recently from a third party.

24
25 E. PRAYER

26 THEREFORE, the Plaintiff prays for entry of a judgment in favor of Plaintiff against the
27 Defendants as follows:

1. Entry of an order revoking the Defendants' discharge pursuant to §727(d);
2. Awarding Plaintiff reasonable attorneys fees and costs; and
3. Granting Plaintiff such other and further relief as the Court deems just and equitable.

DATED this 9th day of June, 2017

KRIEGMAN LAW OFFICE, PLLC

/s/ Bruce P. Kriegman

Bruce P. Kriegman, WSBA# 14228

Attorney for Plaintiff

EXHIBIT A

FILED

16 SEP 30 PM 2:07

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 16-2-23759-2 SEA

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

LELAND DAVIS, d/b/a MARKET READY
REAL ESTATE,

Plaintiff,

vs.

ZUREEN KHAN,

Defendant.

Case No.

COMPLAINT

For its Complaint, plaintiff Leland Davis ("Mr. Davis") alleges as follows:

I. PARTIES, JURISDICTION, AND VENUE

1.1 Mr. Davis is a married man and resident of King County, Washington.

1.2 Zureen Khan, upon information and belief, is a single woman and resident of King County, Washington (hereinafter "Ms. Khan").

1.3 Ms. Khan is the owner of a parcel of real property commonly known as 9541 9th Avenue NW, King County, Washington, Tax Parcel I.D. Nos. 362603-9334 ("9th Avenue Property"). The 9th Avenue Property is legally described as set forth on Exhibit A hereto.

1.4 Jurisdiction is appropriate under RCW 2.08.010.

COMPLAINT -1

SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
66 S. HANFORD STREET, SUITE 300
SEATTLE, WA 98134
(206) 448-8100 Fax (206) 448-8514

1.5 Venue is appropriate under RCW 4.12.010(1) because the real property at issue is situated in King County.

1.6 Venue is appropriate under RCW 4.12.020(3) and RCW 4.12.025(1) because the causes of action arose from injuries to plaintiff in King County and the defendant resides in King County.

II. FACTS

2.1 On or about November 25 – 28, 2008, Mr. Davis entered into a purchase agreement (hereinafter the “Purchase Agreement”) with Ms. Khan for the purchase of real property at 9541 9th Avenue NW. A true and correct copy of the Purchase Agreement is attached hereto as Exhibit B.

2.2 The 2008 Purchase Agreement superseded a previous agreement between the parties, which was entered into in September of 2005 and expired by its own terms in October of 2007.

2.3 In consideration for acquiring the 9th Avenue Property, Mr. Davis agreed to: (1) pay an initial deposit of \$20,000.00 upon acceptance of the agreement; (2) make a second payment of \$15,000.00 in February of 2009; (3) pay for the property taxes starting in January of 2009; (4) pay the exact amounts of Ms. Khan's first and second mortgages on the property by the 15th of each month, until such time that Mr. Davis could complete a remodel of the house in order to secure a loan to pay off the mortgage balances; and (5) pay Ms. Khan the remaining balance of the purchase price upon closing.

2.4 Mr. Davis paid Ms. Khan an initial deposit of \$20,000.00 on or about December 11, 2008.

1 2.5 Ms. Khan agreed to accept \$2,000.00 in lieu of the second payment of
2 \$15,000.00, which Mr. Davis paid on or about September 9, 2009.

3 2.6 Mr. Davis made payments totaling at least \$110,655.60 toward Ms. Khan's
4 mortgages and property taxes from October 2005 through May of 2016.

5 2.7 Mr. Davis made payments for Ms. Khan's mortgages and property taxes by
6 depositing funds directly into Ms. Khan's bank account.

7 2.8 From October of 2005 until July of 2016, Mr. Davis spent at least \$90,335.10
8 on materials, labor, subcontractors, equipment, and permits and fees to remodel the 9th
9 Avenue Property.

10 2.9 From October of 2005 until July of 2016, Mr. Davis contributed at least 500
11 hours of his own time toward the remodel of the 9th Avenue Property.

12 2.10 Mr. Davis's remodel of the subject property included, but was not limited to,
13 demolition and reframing to reconfigure the floor plans; mechanical, electrical, and plumbing
14 upgrades; replacement of roofing, exterior siding, windows, and doors; painting, tile,
15 hardwood flooring and other finishes; and landscaping.

16 2.11 On or about February 18, 2016, Mr. Davis received a letter from counsel for
17 Ms. Khan. This letter is attached hereto as Exhibit C.

18 2.12 The February 18 letter stated in part that Mr. Davis's "tenancy" in the 9th
19 Avenue property would "terminate on May 31, 2016."

20 2.13 The February 18 letter further stated in part that Ms. Khan intended to sell the
21 9th Avenue property.

1 2.14 The February 18 letter offered to “prorate the rent if [Mr. Davis] vacate[d]
2 during the middle of a month,” and advised Mr. Davis that as long as he was on the property,
3 his “obligations as a renter remain the same.”

4 2.15 During May of 2016, Ms. Khan closed the bank account used by Mr. Davis to
5 deposit the mortgage payments.
6

7 2.16 After closing the bank account, Ms. Khan did not provide alternate
8 instructions for payment.

9 2.17 During May/ June of 2016, Ms. Khan changed the locks on the house.
10

11 2.18 As of June of 2016, Mr. Davis’s remaining work on the property included
12 installation of interior trims, repair of damage to interior walls, installation of a new concrete
13 driveway, and exterior landscaping.

14 2.19 Ms. Khan took possession of the 9th Avenue Property and wrongfully
15 disposed of many of Mr. Davis’s tools, equipment, materials, and personal possessions,
16 which had been stored on the property. These possessions include, but are not limited to, a
17 boat, various kitchen appliances, a hot tub, construction materials, car parts, and power tools.
18

19 **III. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

20 3.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 2.19
21 as though fully set forth herein.

22 3.2 Mr. Davis and Ms. Khan entered into an agreement whereby title for the 9th
23 Avenue property would be transferred to Mr. Davis in exchange for: (1) payment of an initial
24 deposit of \$20,000.00 upon acceptance of the agreement; (2) payment of \$15,000.00 in
25 February of 2009; (3) payment of the property taxes starting in January of 2009; (4) payment
26 of the exact amounts of Ms. Khan’s first and second mortgages on the property by the 15th of
27

1 each month, until such time that Mr. Davis could complete a remodel of the house and secure
2 a loan to pay off the mortgage balances; and (5) payment to Ms. Khan of the remaining
3 balance of the purchase price upon closing.

4 3.3 Mr. Davis performed his obligations under the Purchase Agreement.

5 3.4 Ms. Khan's refusal to accept final payment and complete the transaction
6 constitutes a material breach of her contractual obligations.
7

8 3.5 Mr. Davis is entitled to damages proximately caused by Ms. Khan's breach of
9 contract in an amount to be determined at trial.
10

11 **IV. SECOND CAUSE OF ACTION: SPECIFIC PERFORMANCE**

12 4.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 3.5 as
13 though fully set forth herein.

14 4.2 Mr. Davis performed his obligations under the Purchase Agreement.

15 4.3 Ms. Khan's refusal to accept final payment and complete the transaction
16 constitutes a material breach of her contractual obligations.
17

18 4.4 Specific performance is an appropriate remedy for breach of a contract to
19 purchase real property because of the unique nature of land and difficulty in determining
20 damages.

21 4.5 Mr. Davis is entitled to an order compelling Ms. Khan to specifically perform
22 according to the Purchase Agreement, including transfer of title for the 9th Avenue Property
23 to Mr. Davis in exchange for Mr. Davis's final payment of an amount to be proven at trial,
24 but in no event totaling more than \$338,000.00.
25
26
27

1 **V. THIRD CAUSE OF ACTION: QUANTUM MERUIT**

2 5.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 4.5 as
3 though fully set forth herein.

4 5.2 Per the terms of the Purchase Agreement, Ms. Khan requested that Mr. Davis
5 perform work including a remodel of the 9th Avenue Property and payment of her mortgages.
6

7 5.3 Mr. Davis expected to be compensated for the work he performed by receiving
8 title to the subject property.

9 5.4 Mr. Davis did not receive payment for work he performed on the 9th Avenue
10 property.
11

12 5.5 Ms. Khan knew or should have known that Mr. Davis expected to receive title
13 to the subject property in exchange for work he performed per the terms of the Purchase
14 Agreement.

15 5.6 Under a theory of quantum meruit, Mr. Davis is entitled to recover the
16 reasonable value of services he provided under the Purchase Agreement. *Young v. Young*, 164
17 Wn.2d 447, 485 (2008).
18

19 5.7 Mr. Davis is entitled to be compensated for the fair and reasonable value of his
20 work, materials, and services provided from 2005 through 2016. The reasonable value of
21 work, materials, and services provided is an amount to be proven at trial, but for purposes of
22 this Complaint is not less than \$115,335.10 plus pre and post judgment interest.
23

24 **VI. FOURTH OF ACTION: BREACH OF IMPLIED COVENANT**
25 **OF GOOD FAITH AND FAIR DEALING**

26 6.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 5.7 as
27 though fully set forth herein.

1 6.2 Mr. Davis and Ms. Khan entered into an agreement whereby title for the 9th
2 Avenue Property would be transferred to Mr. Davis in exchange for: (1) payment of an initial
3 deposit of \$20,000.00 upon acceptance of the agreement; (2) payment of \$15,000.00 in
4 February of 2009; (3) payment of the property taxes starting in January of 2009; (4) payment
5 of the exact amounts of Ms. Khan's first and second mortgages on the property by the 15th of
6 each month, until such time that Mr. Davis could complete a remodel of the house and secure
7 a loan to pay off the mortgage balances; and (5) payment to Ms. Khan of the remaining
8 balance of the purchase price upon closing.
9

10 6.3 Mr. Davis was in the process of fulfilling his remaining obligations under the
11 contract as of June of 2016.
12

13 6.4 Ms. Khan obstructed Mr. Davis from fulfilling his remaining obligations by
14 evicting him from the property, changing the locks to the house, and disposing of Mr. Davis's
15 tools, equipment, materials, and personal possessions.
16

17 6.5 The covenant of good faith and fair dealing is implied in every contract and
18 casts on each party a duty not to interfere with the other party's performance.
19

20 6.6 Mr. Davis is entitled to judgment against Ms. Khan for damages proximately
21 caused by her breach of the implied covenant of good faith and fair dealing in an amount to
22 be proven at trial.
23

24 **VII. FIFTH CAUSE OF ACTION: CONVERSION**

25 7.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 6.6 as
26 though fully set forth herein.
27

1 7.2 Mr. Davis had been storing tools, equipment, materials, and personal
2 possessions at the 9th Avenue Property, including, but not limited to, a boat, various kitchen
3 appliances, a hot tub, construction materials, car parts, and power tools.

4 7.3 Ms. Khan intentionally and substantially interfered with Mr. Davis's
5 possession of his personal property by relocating and/or disposing of his tools, equipment,
6 materials, and personal items without his authorization, permission, or consent.

7 7.4 Ms. Khan's actions constitute conversion, and as a result, Mr. Davis is entitled
8 to a judgement for damages in an amount to be proven at trial but in no event less than
9 \$40,000.00.
10

11 **VIII. SIXTH CAUSE OF ACTION: REPLEVIN**

12 8.1 Mr. Davis realleges the allegations contained in paragraphs 1.1 through 7.4 as
13 though fully set forth herein.

14 8.2 Mr. Davis is the lawful owner of a number of tools, equipment, materials, and
15 personal possessions, which he had stored on the property as of June of 2015, including, but
16 not limited to, a boat, various kitchen appliances, a hot tub, construction materials, car parts,
17 and power tools.

18 8.3 Ms. Khan detained Mr. Davis's personal property on or about June of 2016
19 when she changed the locks to the house on the subject property and relocated and/or
20 disposed of his possessions.

21 8.4 Ms. Khan did not detain Mr. Davis's property to enforce a tax, assessment,
22 statutory fine, or other lawful device.

23 8.5 The personal property Mr. Davis had been storing on the subject property is
24 approximately valued at \$40,000.00.
25
26
27

1 8.6 Mr. Davis is entitled to immediate delivery of any and all personal property
2 which remains on the subject property or is otherwise still in Ms. Khan's possession under
3 RCW 7.64.010.

4
5 **IX. REQUEST FOR RELIEF**

6 WHEREFORE, plaintiff Mr. Davis prays for relief as follows:

7 1. For judgment against Ms. Khan for damages related to her breach of the
8 Purchase Agreement in an amount to be proven at trial;

9 2. For an order compelling Ms. Khan to specifically perform according to the
10 Purchase Agreement, including transfer of title for the 9th Avenue Property to Mr. Davis in
11 exchange for Mr. Davis's final payment of an amount to be proven at trial, but in no event
12 totaling more than \$338,000.00;

13 3. For judgment against Ms. Khan for damages related to her delay in fulfilling
14 her contractual obligations in an amount to be proven at trial;

15 4. As an alternative to specific performance, Mr. Davis prays for judgment
16 against Ms. Khan for damages under a theory of quantum meruit for the fair and reasonable
17 value of work, materials, and services provided under the Purchase Agreement and all related
18 consequential damages in an amount to be proven at trial, but for purposes of this Complaint,
19 not less than \$115,335.10 plus pre and post judgment interest;

20 5. For judgment against Ms. Khan for damages related to breach of the implied
21 covenant of good faith and fair dealing in an amount to be proven at trial;

22 6. For judgment against Ms. Khan for damages related to conversion of Mr.
23 Davis's personal property in an amount to be proven at trial, but for purposes of this
24 Complaint, not less than \$40,000.00, plus pre and post judgment interest;

25
26
27
COMPLAINT -9

SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
66 S. HANFORD STREET, SUITE 300
SEATTLE, WA 98134
(206) 448-8100 Fax (206) 448-8514

1 7. For an order awarding immediate delivery to Mr. Davis of any and all of his
2 personal possessions that either remain on the subject property or are otherwise in Ms.
3 Khan's possession.

4 8. For Mr. Davis's fees, costs, and litigation expenses as allowed by law,
5 contract, or other equitable grounds; and
6

7 9. For such further and other relief as the court deems just and proper.

8 DATED this 30th day of September, 2016.

9 SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
10


11 By: 
12 Garth A. Schlemlein, WSBA #13637
13 SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
14 66 S. Hanford St, Suite 300
15 Seattle, WA 98134
16 P: 206-448-8100
17 F: 206-448-8514
18 E: gas@soslaw.com
19 Attorneys for Plaintiff
20
21
22
23
24
25
26
27

Exhibit A

King County Department of Assessments

Fair, Equitable, and Understandable Property Valuations

You're In: [Assessor](#) >> [Look up Property Info](#) >> [eReal Property](#)Department
of
Assessments500 Fourth
Avenue,
Suite ADM-
AS-0708,
Seattle, WA
98104Office Hours:
Mon - Fri
8:30 a.m. to
4:30 p.m.TEL: 206-
296-7300
FAX: 206-
296-5107
TTY: 206-
296-7888[Send us
mail](#)

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PARCEL DATA

Parcel	362603-9334	Jurisdiction	SEATTLE
Name	KHAN ZUREEN A	Levy Code	0010
Site Address	9541 9TH AVE NW 98117	Property Type	R
Residential Area	039-003 (NW Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	
		Quarter-Section-Township-Range	NW-36-26-3

Legal Description

N 72 FT OF S 330 FT OF E 146.81 FT OF SW 1/4 OF SE 1/4 OF NW 1/4 LESS RD
PLat Block:
PLat Lot:

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	8,352
Acres	0.19

Percentage Unusable	0
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	SF 7200
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	
Traffic Noise	HIGH
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems


Water Problems	NO
Transportation Concurrence	NO
Other Problems	NO

Environmental

Environmental	NO
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BUILDING

Building Number	1
Year Built	1957
Year Renovated	0
Stories	1
Living Units	1
Grade	8 Good
Grade Variant	0
Condition	Average
Basement Grade	7 Average
1st Floor	1,430
1/2 Floor	0
2nd Floor	0
Upper Floor	0

 Click the camera to see more pictures.

Picture of Building 1

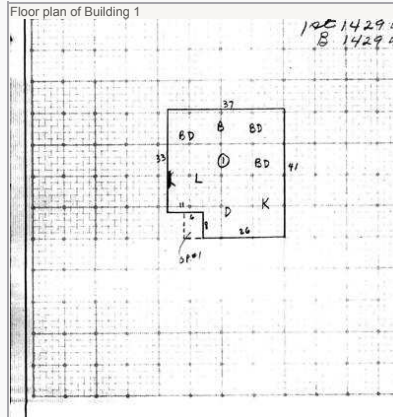
Reference
Links:

- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)

Scanned images of
surveys and other
map documentsNotice mailing date:
06/09/2016

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Finished Basement	530
Total Finished Area	1,960
Total Basement	1,430
Basement Garage	440
Unfinished 1/2	0
Unfinished Full	0
AGLA	1,430
Attached Garage	0
Bedrooms	4
Full Baths	1
3/4 Baths	1
1/2 Baths	0
Heat Source	Oil
Heat System	Forced Air
Deck Area SqFt	0
Open Porch SqFt	50
Enclosed Porch SqFt	0
Brick/Stone	0
Fireplace Single Story	0
Fireplace Multi Story	1
Fireplace Free Standing	0
Fireplace Additional	1
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	
View Utilization	



TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
362603933403	2016	2017		0010	279,000	212,000	491,000	0	279,000	212,000	491,000	
362603933403	2015	2016		0010	255,000	193,000	448,000	0	255,000	193,000	448,000	
362603933403	2014	2015		0010	230,000	174,000	404,000	0	230,000	174,000	404,000	
362603933403	2013	2014		0010	145,000	223,000	368,000	0	145,000	223,000	368,000	
362603933403	2012	2013		0010	145,000	198,000	343,000	0	145,000	198,000	343,000	
362603933403	2011	2012		0010	159,000	217,000	376,000	0	159,000	217,000	376,000	
362603933403	2010	2011		0010	169,000	230,000	399,000	0	169,000	230,000	399,000	
362603933403	2009	2010		0010	161,000	202,000	363,000	0	161,000	202,000	363,000	
362603933403	2008	2009		0010	190,000	249,000	439,000	0	190,000	249,000	439,000	
362603933403	2007	2008		0010	174,000	227,000	401,000	0	174,000	227,000	401,000	
362603933403	2006	2007		0010	157,000	197,000	354,000	0	157,000	197,000	354,000	
362603933403	2005	2006		0010	150,000	186,000	336,000	0	150,000	186,000	336,000	
362603933403	2004	2005		0010	119,000	207,000	326,000	0	119,000	207,000	326,000	
362603933403	2003	2004		0010	112,000	192,000	304,000	0	112,000	192,000	304,000	
362603933403	2002	2003		0010	110,000	175,000	285,000	0	110,000	175,000	285,000	
362603933403	2001	2002		0010	102,000	171,000	273,000	0	102,000	171,000	273,000	
362603933403	2000	2001		0010	92,000	153,000	245,000	0	92,000	153,000	245,000	
362603933403	1999	2000		0010	81,000	141,000	222,000	0	81,000	141,000	222,000	
362603933403	1998	1999		0010	57,000	138,000	195,000	0	57,000	138,000	195,000	
362603933403	1997	1998		0010	0	0	0	0	44,000	126,000	170,000	
362603933403	1996	1997		0010	0	0	0	0	41,800	119,800	161,600	
362603933403	1994	1995		0010	0	0	0	0	41,800	119,800	161,600	
362603933403	1992	1993		0010	0	0	0	0	56,800	98,900	155,700	
362603933403	1990	1991		0010	0	0	0	0	53,600	93,300	146,900	
362603933403	1988	1989		0010	0	0	0	0	27,900	73,200	101,100	
362603933403	1986	1987		0010	0	0	0	0	29,000	61,000	90,000	
362603933403	1984	1985		0010	0	0	0	0	24,100	54,600	78,700	
362603933403	1982	1983		0010	0	0	0	0	24,100	54,600	78,700	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
1863731	20020122001257	1/17/2002	\$0.00	BLUE LAGOON HOLDING LLC	KHAN ZUREEN A	Quit Claim Deed	Correction (refiling)
1720041	19991103001611	10/22/1999	\$126,068.00	BLUE LAGOON HOLDINGS	KHAN ZUREEN	Quit Claim Deed	Other
1510348	199610161053	10/16/1996	\$145,000.00	MILLER LAWRENCE C	BLUE LAGOON HOLDINGS L L C	Statutory Warranty Deed	None

REVIEW HISTORY

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Exhibit B

Purchase Agreement

P.01

For property located
at
9541 9th Ave NW
Seattle, WA 98117

Date: 11/25/08

Purchase Price \$375,000.00

Earnest money and Deposits

\$10,000.00 + \$2,250.00

The balance to be paid as follows:

1. I pay Zureen Khan \$20,000.00 upon mutual acceptance of this agreement
2. I will make a second payment of \$15,000.00 at the end of February 2009
3. I will pay for the property taxes starting in January 2009
4. I will pay the exact first and second mortgages until I can finish the house and secure a new loan to pay off the first and second mortgages
5. I will pay any remaining balance due upon closing

6. THE MORTGAGES ARE TO BE PAID NO LATER THAN
THE 15TH OF EVERY MONTH

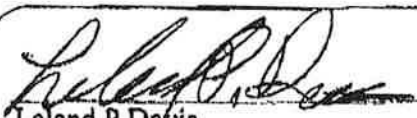
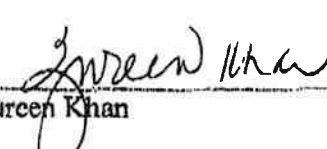
 Leland P Davis	11/25/08 Date
 Zureen Khan	11/28/08 Date

Exhibit C

WINSLOW LAW GROUP

PLLC

February 18, 2016

Leland Davis
Jana Davis
Adrianna Davis
Sabina Davis
And Occupants of
9541 9th Avenue NW
Seattle WA 98117

Sent by email to marketreadyrealestate@gmail.com
and by First Class Mail

Leland Davis
3624 NW 65th Street
Seattle WA 98117

Sent by email to marketreadyrealestate@gmail.com
and by First Class Mail

Re: 9541 9th Avenue NW; Seattle, Washington 98117;
Termination of Tenancy

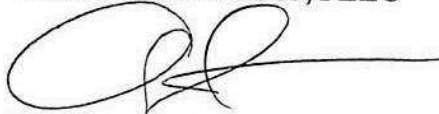
Dear Leland, Jana, Adrianna, Sabina and Occupants of 9541 9th Avenue NW in Seattle,

This letter informs you that your tenancy in the referenced property will terminate on May 31, 2016. Ms Khan will be selling her property.

Of course, you are under no obligation to remain until May 31, 2016. If you wish to move prior to that date, my client will not require that you provide the standard 20 day written notice. She is also willing to prorate the rent if you vacate during the middle of a month. However, during your remaining time at the property, your obligations as a renter remain the same.

Sincerely,

WINSLOW LAW GROUP, PLLC



By: Ashton T. Rezayat

SEATTLE

100 W Harrison Street
Suite 540 • South Tower
Seattle WA 98119
206 282 4900 P
206 282 6537 F

BAINBRIDGE ISLAND

380 Ericksen Avenue
Suite 2 • P O Box 11410
Bainbridge Island WA 98110
206 842 1668 P
206 842 3129 F

WINSLOWLAWPLLC.COM

EXHIBIT B

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<input type="checkbox"/>	2	6	09/30/2016	SET CASE SCHEDULE
<input type="checkbox"/>	3	1	09/30/2016	CASE INFORMATION COVER SHEET
<input type="checkbox"/>	4	2	09/30/2016	SUMMONS
<input type="checkbox"/>	5	2	09/30/2016	LIS PENDENS
<input type="checkbox"/>	6	1	10/13/2016	AFFIDAVIT/DCLR/CERT OF SERVICE
<input type="checkbox"/>	7	2	10/18/2016	NOTICE OF APPEARANCE/PLA
<input checked="" type="checkbox"/>	8	16	11/09/2016	ANSWER,3RD PTY CMLNT & CNTRCLM/DEF
<input type="checkbox"/>	9	3	12/01/2016	SUMMONS
<input type="checkbox"/>	10	3	12/13/2016	NOTICE OF APPEARANCE /3DFS

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<input type="checkbox"/>	12	1	12/23/2016	AFFIDAVIT/DCLR/CERT OF SERVICE
<input type="checkbox"/>	13	3	03/06/2017	CONFIRMATION OF JOINDER
✓	14	3	04/28/2017	NOTICE OF ASSOCIATION OF COUNSEL

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EXHIBIT C

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17 APR 28 AM 9:00

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CASE NUMBER: 16-2-23759-2 SEA

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

LELAND DAVIS, d/b/a MARKET READY
REAL ESTATE,

Plaintiff,

vs.

ZUREEN KHAN,

Defendant.

ZUREEN KHAN,

Third Party Plaintiff,

vs.

JANA DAVIS and the Marital Community
comprised of JANA DAVIS and LELAND
DAVIS,

Third-Party Defendants.

NO. 16-2-23759-2 SEA

NOTICE OF ASSOCIATION

(Clerk's Action Required)

TO: The Clerk of the Court;

AND TO: ALL COUNSEL OF RECORD

NOTICE IS HEREBY given that William A. Young has been associated with Garth A. Schlemlein of the law firm of Schlemlein Goetz Fick & Scruggs, PLLC as counsel for Leland Davis d/b/a Market Ready and Jana Davis. All further papers and pleadings in this matter, except original process, should be served upon the following:

NOTICE OF ASSOCIATION -1

SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
66 S. HANFORD STREET, SUITE 300
SEATTLE, WA 98134
(206) 448-8100 Fax (206) 448-8514

1 William A. Young
2 Schlemlein Goetz Fick & Scruggs, PLLC
3 66 S. Hanford St., Suite 300
4 Seattle, WA 98134
5 Telephone: 206-448-8100
6 Facsimile: 206-448-8514

7 DATED this 27th day of April, 2017.

8 SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC

9 By: William A. Young
10 William A. Young, WSBA #52023
11 SCHLEMLEIN GOETZ FICK & SCRUGGS, PLLC
12 66 S. Hanford St, Suite 300
13 Seattle, WA 98134
14 P: 206-448-8100
15 F: 206-448-8514
16 E: gas@soslaw.com
17 Attorneys for Plaintiff and Third Party Defendant
18
19
20
21
22
23
24
25
26
27

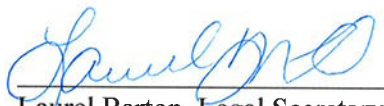
1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify under penalty of perjury that on this 27th day of April, 2017, the
4 document to which this certificate is attached to was served upon the following:
5

6 Ashton Rezayat
7 Winslow Law Group
8 100 West Harrison St.
9 Suite 540
10 Seattle, WA 98119
11 *Attorney for Defendant and Third*
12 *Party Plaintiff Zureen Khan*

☐ Certified U.S. Mail
☐ Legal Messenger
☒ U.S. Mail
☐ Facsimile:
☒ Via King County E-Filing

13 Dated this 27th day of April, 2017.
14

15 
16 _____
17 Laurel Barton, Legal Secretary
18 66 South Hanford, Suite 300
19 Seattle, Washington 98134
20 Telephone: 206-448-8100
21 Facsimile: 206-268-2514
22 E-mail: lsb@soslaw.com
23
24
25
26
27